

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION, having its principal place of business in Tucson, Arizona (hereinafter referred to as "UAAA") for themselves, their successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A, B and C.
- (b) "Anniversary Date" means November 30, 1998 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, and long distance calling card services. Notwithstanding the foregoing, Financial Services shall not include the Security Pacific Executive Short Term Loan, College Sure Certificate of Deposit Programs, and the Prudential Home Mortgage Program as such programs are currently structured.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of UAAA plus other participants mutually agreed to by UAAA and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any UAAA logo, servicemark, traddress, tradename, or trademark presently used or acquired by UAAA during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate UAAA with Royalties generated thereby, and UAAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

3. RIGHTS AND RESPONSIBILITIES OF UAAA

- (a) UAAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services, as defined in this Agreement, of any organization other than MBNA America. UAAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. UAAA further agrees that during the term of this Agreement, no UAAA publication shall carry advertisements for any other Financial Services. UAAA shall not allow, permit, license, condone, or encourage the solicitation or advertisement of Financial Services by any organization, on any property owned, leased or operated by UAAA.
- (b) UAAA authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.
- (c) UAAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either UAAA's Trademark or the endorsement of UAAA, which shall not be unreasonably withheld or delayed.
- (d) UAAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by UAAA.
- (e) UAAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UAAA.
- (f) UAAA warrants and represents that it has the right and power to license the UAAA Trademarks to MBNA America for use as contemplated by this Agreement. UAAA hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by UAAA during the term of this Agreement. Nothing stated in this Agreement prohibits UAAA from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.
- (g) UAAA shall provide MBNA America with a subscription without charge to any and all UAAA publications.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of UAAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of UAAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by UAAA.

(f) At no cost to UAAA, MBNA America shall provide a list of the names and addresses of Customers with active accounts opened under the program (hereinafter "Customer List") to UAAA one (1) time in any twelve (12) month period, provided that UAAA agrees that while this Agreement is in effect plus one (1) year following its termination, UAAA shall not directly solicit, nor allow any other person to directly solicit, persons whose names appear on such list for Financial Services nor sell, rent, lease, or otherwise make available such lists to any other persons. Because the nature of this asset makes an evaluation of damages after a violation of this Agreement extremely difficult or impossible then in the event that any Customer List or any part thereof is handled in a fashion that violates this Agreement with UAAA or its employees, volunteers, or agents, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each name or address used in violation of this Agreement, with the amount of damages not to exceed one hundred thousand dollars (\$100,000) per breach. In addition, UAAA agrees that in the event of such violation by UAAA of this Agreement, and consents to submit to the jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits, or proceedings arising out of or related to this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to UAAA all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. UAAA shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

6. RATES AND BENEFITS

(a) MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform UAAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

(b) The Agreement shall be amended to conform to any rates and fees more favorable offered from the date this Agreement is executed to any other Alumni Association who endorses MBNA America within the PAC TEN Conference.

7. CONFIDENTIALITY OF AGREEMENT

MBNA America and UAAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and UAAA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

8. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning November 30, 1993 until November 30, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of November 30, 1993, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, which shall not be unreasonably withheld or delayed, relating or referring to the termination of this Agreement communicated by UAAA to the Members. Upon termination or expiration of this Agreement, UAAA shall not take action with MBNA America or any other person to cause the removal of UAAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach or default of this Agreement by MBNA America or UAAA, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or UAAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

8(c) KDR
(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section ~~9(c)~~ of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.

7, 8(c) KDR
(b) The obligations in Sections 6, ~~8, 9(c)~~ shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to UAAA

THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION
1111 North Cherry
Tucson, Arizona 85721

ATTENTION: Kent D. Rollins
Executive Vice President

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Mr. William P. Morrison
Executive Vice President

Any party may change the address to which communications are to be sent by giving notice of such change of address.

If UAAA is providing MBNA America with notice pursuant to Section 9(a) herein, UAAA must provide notice at least twelve (12) months before the effective date contained in such notice. In the event MBNA America is providing UAAA with notice pursuant to Section 9(a) herein, MBNA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Neither party may assign any of its rights or obligations under or arising from this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(h) It is agreed and understood that MBNA America and UAAA are not agents, representatives or employees of each other.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than UAAA and MBNA America, their successors and assigns, any rights or remedies under by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION

Dated this day
of 11/29, 1993

By: [Signature]
Title: President

MBNA AMERICA BANK N.A.

Dated this ²⁴ day
of Nov., 1993

By: [Signature]
Title: EVP

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee when applied is:
 - \$40.00 Gold Credit Card Account.
 - \$20.00 Preferred Credit Card Account.
- o The current Annual Percentage Rate for Alumni Members of UAAA will be a fixed rate of 16.9%, or a variable rate of prime plus 8.9%, which is currently 14.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.
- o The current Annual Percentage Rate for Student cardholders of UAAA will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

B. GOLD RESERVE ACCOUNTS

- o There is NO Annual Fee for the first six months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.
- o The current Annual Percentage Rate is 16.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, or any extension thereof, MBNA America will pay UAAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. ACQUIRED CREDIT CARD ACCOUNTS (EFFECTIVE THROUGH SEPTEMBER 30, 1994)

- o \$5.00 for each Preferred Credit Card Account renewed and an annual fee is paid by a Member of UAAA.
- o \$7.40 for each Gold Credit Card Account renewed and an annual fee is paid by a Member of UAAA.
- o 1% of all retail purchase transaction volume including cash advances (net refunds and returns) made by UAAA cardholders.

ACQUIRED CREDIT CARD ACCOUNTS (EFFECTIVE OCTOBER 1, 1994)

- o .25 of 1% of all retail purchase transaction volume made by UAAA cardholders (net refunds and returns).

B. CREDIT CARD ACCOUNTS

- o \$1.00 for every new Credit Card Account opened by a Member of UAAA, which remains open for at least ninety (90) days.
- o \$3.00 for each year a Preferred Credit Card Account is renewed and an Annual fee is paid by a Member of UAAA.
- o \$6.00 for each year a Gold Credit Card Account is renewed and an Annual fee is paid by a Member of UAAA.
- o .50 of 1% of all retail purchase transaction volume made by Alumni Members of UAAA (net refunds and returns).
- o .15 of 1% of all retail purchase transaction volume made by Student cardholders of UAAA (net refunds and returns).
- o UAAA will receive 2% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Alumni Members who have a credit card account in good standing opened pursuant to the Program. Phone transactions will not qualify for any other transaction-based royalty.
- o UAAA will receive 1% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Student cardholders who have a credit card account in good standing opened pursuant to the Program. Phone transactions will not qualify for any other transaction-based royalty.

SCHEDULE B
DEPOSIT SERVICES

A. RATES

I. Money Market Deposit Account ("MMDA")

- o Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- o Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- o Customers may write up to three (3) checks per statement cycle.
- o Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. Certificate of Deposit Account ("CD")

- o The interest rate for the stated term of the CD is guaranteed to stay the same.
- o Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- o There will be penalties assessed for early withdrawal according to the terms of the CD.
- o Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

III. Money Market Deposit & Certificate of Deposit Account

- o All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- o Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- o A minimum deposit of at least \$2,500 is required to establish each account.
- o MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

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B. ROYALTIES

- o Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of UAAA Members obtained by MBNA America pursuant to the Program.
- o Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of UAAA Members obtained by MBNA America pursuant to the Program.
- o MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

- o On October 1, 1994 MBNA America agrees to make a payment to UAAA of \$140,000 (one hundred and forty thousand dollars) as an advance on future royalties, as outlined above, provided UAAA allows for the full implementation of program marketing (direct mail, telemarketing, on-campus promotions).
- o On October 1, 1995 MBNA America agrees to make a payment to UAAA of \$140,000 (one hundred and forty thousand dollars) as an advance on future royalties, as outlined above, provided UAAA allows for the full implementation of program marketing (direct mail, telemarketing, on-campus promotions).
- o UAAA shall be guaranteed royalties of \$500,000 (five hundred thousand dollars) during the initial term of this Agreement payable at the end of the initial term of the Agreement, if not previously earned, based on the following conditions:
 - o A five (5) year Agreement is signed.
 - o UAAA will assist MBNA America in keeping credit losses below 4%.
 - o MBNA is guaranteed a minimum of two direct mail and two telemarketing campaigns to the full alumni and student lists each year for the term of the Agreement; provided that this condition shall be deemed fulfilled if such student lists are unavailable as long as UAAA shall use its best efforts to obtain such lists. Direct Promotions will be given the ability to promote the credit card program exclusively "on campus" at major events as well as "on going" to the student population through tabling and postering.
 - o UAAA will assist MBNA America in opening 7,000 new accounts per year in the first three years of the Agreement, provided, however, if MBNA America opens less than 7,000 in any of the first three (3) years of the Agreement, it will not affect the guaranteed royalty payment.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- o \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- o \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 14th day of July, 1995, by and between THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION ("UAAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and MBNA America, individually and in its capacity as assignee of any and all Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UAAA; and

WHEREAS, UAAA and MBNA America mutually desire to amend the Agreement to modify the renewal compensation language;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UAAA and MBNA America agree as follows:

1. The terms of the renewal compensation for Credit Card Accounts that are found in the Agreement are hereby amended to read in their entirety as follows:

\$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is assessed by MBNA and paid by the Customer. \$2.00 (two dollars) if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Preferred Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the account is in good standing.

\$6.00 (six dollars) for each Gold Credit Card Account for which the annual fee is assessed by MBNA and paid by the Customer. \$4.00 (four dollars) if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Gold Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the account is in good standing.

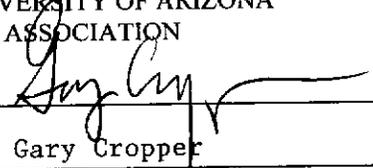
2. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

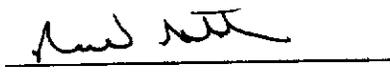
3. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire Agreement of the parties with respect to the matters covered and no other or prior promises, negotiations, or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS THEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: 

By: 

Name: Gary Cropper

Name: _____

Title: President

Title: _____

ADDENDUM

THIS ADDENDUM, including the Exhibits #1 and #2, (the "Addendum") is entered into as of the 19 day of June, 1997, by and between THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION ("UAAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and MBNA America are parties to an affinity agreement last dated November 30, 1993 (the "Original Agreement"), as amended (collectively, the "Agreement"); and

WHEREAS, UAAA and MBNA America mutually desire to amend the Agreement to, among other things, extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UAAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The parties agree that the second sentence of section 1(d) of the Original Agreement is hereby modified by replacing the reference to "the Prudential Home Mortgage Program" with "home mortgage programs and Albert H. Wohlers & Co. Insurance Program".
3. The provisions of Section 8(a) of the Original Agreement are hereby amended to read in their entirety as follows:

The initial term of this Agreement is for a period beginning November 30, 1993 and ending April 30, 1997. This Agreement will automatically extend at the end of the initial term for a seven year period ("Renewal Term"), with neither party having the right nor the ability to stop this Agreement from renewing. This Agreement will automatically extend at the end of said Renewal Term or any renewal term thereafter for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of the Renewal Term or any renewal term thereafter, as applicable.

4. The provisions of Section 11(f) of the Original Agreement are hereby amended by deleting in its entirety the last paragraph of such Section.

5. The provisions of Section 1(f) of the Original Agreement are hereby amended to read in their entirety as follows:

"Members" means (1) students of the University of Arizona (each, a "Student Member"); and (2) alumni members of UAAA plus other potential participants mutually agreed to by UAAA and MBNA America (each, an "Alumni Member").

6. The provisions of the first sentence of Section 4(f) of the Original Agreement are hereby amended by deleting the phrase "with active accounts opened under the program".

7. UAAA has approval of the timing of all MBNA telemarketing campaigns related to the program and MBNA realizes that its efforts must be coordinated with the UA Development Office and other UA entities.

8. The parties agree that the last sentence in Section 8(c) of the Agreement is hereby replaced in its entirety with the following:

Upon termination of this Agreement, UAAA shall not attempt to cause the removal of UAAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement or the end of the Recoupment Period (as defined in Section 10(d) below), whichever is later. MBNA will continue to provide a monthly accounting record to UAAA until the effective termination date of this Agreement or the end of the Recoupment Period, whichever is later. MBNA shall not solicit new accounts.

9. The following language shall be inserted into the Agreement as a new Section 10(d):

Notwithstanding anything else in this Section 10, after termination of the Agreement, MBNA America may continue to reissue Credit Card Account card plastics bearing a Trademark until such time as MBNA America has fully recouped any payments previously made to UAAA which are subject to recoupment under the Agreement, including without limitation any Advance or Guarantee payments ("Recoupment Period").

10. A brief description of the current terms and features of the Program are set forth in the attached Exhibit #1.

11. The provisions of Section II ("ROYALTY ARRANGEMENT") of Schedule A of the Original Agreement are hereby amended to read in their entirety as set forth in the attached Exhibit #2. The provisions of Schedule B of the Original Agreement are hereby deleted in their

entirety. All references to Schedule B in the Original Agreement are hereby amended to refer to Schedule A.

12. MBNA America acknowledges that the Trademarks which relate to The University of Arizona or UAAA are owned solely and exclusively by the Arizona Board of Regents for and on behalf of The University of Arizona. UAAA warrants that it has permission to use the Trademarks for the purposes set forth in this Agreement, subject to the express limitations on usage set forth herein. MBNA America acknowledges that it acquires no interest in the Trademarks or in any use of such Trademarks by virtue of this Agreement, and that such uses may have to be expressly approved by the Arizona Board of Regents for and on behalf of The University of Arizona, which UAAA agrees that it shall use its best efforts to ensure will not be unreasonably withheld or delayed. Further, the exclusivity granted to MBNA America in this Agreement is limited to UAAA and is as set forth in Section 3(a) of the Agreement, but such exclusivity does not limit the Arizona Board of Regents or The University of Arizona from utilizing the Trademarks in any manner it deems appropriate, including those which might be deemed in competition with this Agreement.

13. Any and all Merchandising undertaken utilizing the marks described in this agreement, if such Merchandising is permitted by the terms of this agreement, shall be undertaken only through the use of manufacturers licensed by the Arizona Board of Regents or Collegiate Licensing Company on behalf of The University of Arizona, and such manufacturer shall be insured pursuant to the terms of their agreements with Collegiate Licensing Company or the Arizona Board of Regents. In addition, MBNA America shall carry at all times relevant to this Agreement commercial general liability insurance with \$1,000,000 policy limits naming the Arizona Board of Regents and The University of Arizona Alumni Association as additional insureds, which insurance shall specifically defend and indemnify such parties against all claims of whatever nature arising from or related to the acts taken in furtherance of this agreement. For the purpose of this Section 12, the term "Merchandising" shall mean the production and distribution of any product used in connection with the promotion and marketing of the Program. Also, MBNA America agrees to defend, indemnify, and hold harmless TUAAA, its officers, directors, agents, employees, successors, and assigns from and against any and all loss, claim, damage, and expense (including reasonable attorneys' fees and costs) arising from any customer, which ensue from MBNA America's performance pursuant to the Agreement.

14. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with

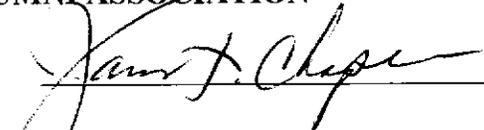
respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION**

MBNA AMERICA BANK, N.A.

By:



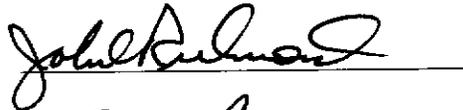
Name:

James F. Chapel

Title:

President

By:



Name:

John C. Richmond

Title:

Sr. Executive Vice President

EXHIBIT #1

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Alumni Credit Card Accounts will be a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Platinum Plus Credit Card Accounts will be a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Student Credit Card Accounts will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

EXHIBIT #2

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay UAAA a royalty calculated as follows, for those accounts with active charging privileges. All royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then \$2.00 (two dollars) will be paid for each Preferred Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the account is in good standing.
3. \$6.00 (six dollars) for each Gold Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then \$4.00 (four dollars) will be paid for each Gold Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the account is in good standing.
4. \$6.00 (six dollars) for each Platinum Plus Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then \$4.00 (four dollars) such royalty will be paid for each Platinum Plus Credit Card Account (as of that account's anniversary date) where the Customer has active charging privileges and the account is in good standing.
5. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account ((including acquired accounts))(excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

6. 0.40% (forty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. "MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

C. ROYALTY ADVANCE

Upon full execution of this Addendum, MBNA America shall pay to UAAA the sum of two million fifty thousand dollars (\$2,050,000) (the "Advance"), as an advance against future royalties, subject to the provisions set forth below. All royalties accrued during the Renewal Term, in lieu of direct payment to UAAA, shall be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter, unless needed to recoup any outstanding Sponsorship Advances, as defined below, shall be paid to UAAA as set forth in this Agreement. Notwithstanding the foregoing, UAAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Addendum;
- (ii) UAAA breaches any of its obligations under this Agreement provided that UAAA has been given a reasonable opportunity (60 days) to cure the breach;

- (iii) MBNA America is prohibited by UAAA from conducting at least three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited by UAAA from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) MBNA America is prohibited by UAAA from conducting on-campus promotion campaigns (*e.g.*, tabling and postering) at major events during each consecutive twelve month period during the term of the Agreement;
- (vi) UAAA directly markets to Members any Financial Services offered by MBNA America.
- (vii) UA, or an affiliate of UA, prevents, directly or indirectly, MBNA America from utilizing the Trademarks as permitted in the Agreement.

D. ROYALTY GUARANTEE

UAAA shall be guaranteed to accrue royalties (including without limitation the amount of the Advance and the Sponsorship Advances) equal to or greater than three million eight hundred fifty thousand dollars (\$3,850,000) (the "Guarantee Amount") by the end of the Renewal Term of the Agreement, subject to the provisions set forth below. If on the last day of the Renewal Term of this Agreement UAAA has not accrued \$3,850,000 in royalties during the Renewal Term, MBNA America will pay UAAA an amount equal to the Guarantee Amount minus the sum of (1) the Advance and (2) all Royalties accrued by UAAA in excess of the Advance during the Renewal Term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsections (i) through (vii) of Section C, above.

E. SCHOLARSHIPS

1. UAAA agrees to apply, within twelve (12) months after the execution of this Addendum, fifty thousand dollars of the Advance on scholarships to the University of Arizona and agrees to state that UAAA and MBNA America are the providers/sponsors of the scholarship funds. UAAA also agrees to apply, within twelve (12) months after receipt of each Sponsorship Advance, as defined below, fifty thousand dollars of each Sponsorship Advance on scholarships to the University of Arizona and agrees to state that UAAA and MBNA America are the providers/sponsors of the scholarship funds.

2. In addition to MBNA America's obligations in Section C above, MBNA America agrees to pay UAAA three hundred thousand dollars (\$300,000) on the anniversary date of the execution of this Addendum through the year 2003 (each a "Sponsorship Advance"), as an advance against future royalties, subject to the provisions set forth below. All royalties accrued during the Renewal Term, in lieu of direct payment to UAAA, shall, after being applied to the Advance, be applied against the Sponsorship Advances until such time as the Sponsorship Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UAAA as set forth in this Agreement. Notwithstanding the foregoing, UAAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Sponsorship Advances and the total amount of accrued royalties credited by MBNA America against the Sponsorship Advances as of the date of such demand, in the event any of the conditions set forth in Section C, Clauses (i) through (vii) should occur or in the event that UAAA fails to comply with Section E 1.

Except where otherwise provided, payment for the above Sections shall be made approximately 45 days after the end of each calendar quarter and no longer than 60 days after the end of each calendar quarter.

GOLD OPTION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 16 day of November, 1999, by and between THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION ("UAAA") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and MBNA America are parties to an affinity agreement last dated November 29, 1993, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UAAA; and

WHEREAS, UAAA and MBNA America mutually desire to amend the Agreement to include Gold Option product ("Gold Option"): (i) as financial service provided by MBNA America; and (ii) as another part of UAAA 's Program (as such term is defined in the Agreement) under the Agreement;

WHEREAS, UAAA and MBNA America mutually desire to amend the Agreement to modify how UAAA receives compensation on the Gold Reserve Accounts (as such term is described in the Agreement).

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UAAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The parties agree that Gold Option (as such products are more fully described on Exhibit #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Gold Option to some or all of the persons included on the lists provided by UAAA under the Agreement.
3. UAAA agrees to (i) exclusively endorse Gold Option and (ii) not sponsor, promote, aid, advertise, or develop loan programs similar to Gold Option. Subject to the foregoing, all of UAAA 's promises arising from its exclusive arrangement with MBNA America in the Agreement shall equally apply to Gold Option.
4. During the term of the Agreement, UAAA will receive the royalties set forth on Section II of Exhibit #1 for new Gold Option accounts opened pursuant to the Program. Gold Option compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to Gold Option accounts. The parties agree that upon execution of this Addendum, Royalties earned pursuant to any Gold Option account and Gold Reserve account shall be paid directly to UAAA and not applied against the Advance.
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters

covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or [redacted] shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: KENT D. Rollins
Name: Kent D. Rollins
Title: President
Date: 11-16-99

By: DM C
Name: Douglas M. Cummins
Title: Senior Executive Vice President
Date: 12/20/99

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 14.99%.

B. ROYALTY ARRANGEMENT OF THE GOLD OPTION ACCOUNTS

1. \$0.50 (fifty cents) for each new Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter. This opening of a new account royalty to be paid pursuant to this Subpart A of Section II, shall not include any Gold Option Account or revolving loan or similar account, purchased by MBNA America pursuant to an Asset Purchase Agreement between MBNA America and Bank of America National Association (each a "Purchased Gold Option Account").
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account or Purchased Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account or Purchased Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

**UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION
TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 12th day of December, 2002 by and between the University of Arizona Alumni Association ("UAAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and MBNA America are parties to an affinity agreement, as the same has been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of UAAA; and

WHEREAS UAAA is the alumni association for the University of Arizona (the "University");

WHEREAS, UAAA and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UAAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on December 31, 2009. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to UAAA's obligations under the Agreement to exclusively endorse the Program, UAAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; however, UAAA may solicit proposals for programs offering, or discuss with any organization the providing of, any Financial Service Products, provided that UAAA makes MBNA America aware of solicitations for proposals or discussions with any other financial service provider, and provided however that such programs for the offering or providing any Financial Service Products of any organization other than MBNA America will not commence or become effective until after the Agreement has terminated.
4. The parties shall use commercially reasonable efforts to attempt to prevent direct mailing any specific individual on the Mailing Lists more than four times during each 12 month period beginning December 1 and ending November 30th during the term hereof; provided, however that the foregoing shall not and shall not be deemed to modify the UAAA's obligations to provide Mailing Lists to MBNA America hereunder and further provided, that in the case of MBNA America, its obligation shall be deemed satisfied when following its standard operating procedures and further subject to the limitations inherent thereby.

The parties shall use commercially reasonable efforts to attempt to prevent telemarketing any specific individual or household more than three times during each 12 month period beginning December 1 and ending November 30th during the term hereof.

5. The definition of Financial Services shall be deleted in its entirety and replaced with the following:

"Financial Services" or "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, and travel and entertainment card program with a credit feature. The definition of Financial Services and Financial Service Product shall not include the College Sure Certificate of Deposit Programs and Marsh Affinity Group Services (insurance programs) (as these two programs currently exist as of the date of this Addendum), or any federal governmental guaranteed or sponsored loan program or such other program that consolidate or merge one or more student loans. During the term of the Agreement, unless mutually agreed to by the parties (or requested by a particular Customer), MBNA America will not market Customers for merchandising offers not related to the Program provided. However, MBNA America may market any Customer for any non-Program merchandising offer if such Customers name is obtained by a source other than the Program, and said marketing effort is a result of the other source and not the UAAA Program.

6. Section I of the Agreement is hereby amended by adding the following new paragraph:

"Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.

7. Section 4(f) is hereby modified by deleting the phrase "twelve (12)" and substituting therefore the phrase "four (4)".

8. Effective on and after January 1, 2003, Schedule A is hereby deleted in its entirety and replaced by the Schedule A as set forth on the attached Attachment # 1 to this Addendum.

9. Effective for compensation accruing on or after January 1, 2003, any Royalty compensation or formula set forth in the Agreement (including any advances and guarantees), including without limitation Schedule B is hereby deleted in its entirety and replaced by the Royalty compensation as set forth in Schedule B on the attached Attachment # 2 to this Addendum.

10. For the avoidance of doubt, the advance and guarantee provisions set forth in that certain addendum June 19, 1997 Exhibit 2, paragraphs C and D shall be of no further force or effect.

11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of

Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

The University of Arizona Alumni Association

MBNA AMERICA BANK, N.A.

By: *Thomas W Keating*
 Name: THOMAS W KEATING
 Title: CHAIRMAN
 Date: 12/12/02

By: *Michael Durk*
 Name: Michael Durk
 Title: SEAL
 Date: 1/10/03

ATTACHMENT #1

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 11.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to select credit insurance or credit protection as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve[®] (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.90%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 13.99%.

D. REWARD ENHANCEMENT

"Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is NO annual fee.
2. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
3. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

ATTACHMENT #2

SCHEDULE BA CREDIT CARD ACCOUNTS

1. Beginning January 1, 2003, \$51.00 (fifty one dollars) for the first four thousand (4,000) Credit Card Accounts (including Reward Credit Card Accounts) having an account opening date on or after January 1, 2003, which remain open for at least ninety (90) consecutive days and \$1.00 for each Credit Card Account (including Reward Credit Card Accounts) opened thereafter, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$4.00 (four dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If the annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$2.00 (two dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B notwithstanding any other provision of this Agreement.

1. \$4.00 (four dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America

(other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

Handwritten notes:
Karl W. MBNA 2.50%
2/25/03
Michael Marshall
7/22/03
7/26/03

0.20% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.

C. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

II. ROYALTY ADVANCE

1. Beginning January 31, 2003 and upon each annual anniversary thereof MBNA America shall pay the amounts set forth below (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. [All Royalties accrued shall, in lieu of direct payment to UAAA, be applied against each of the Advances until such time as all Advances are fully recouped.] Any Royalties accrued thereafter shall be paid to UAAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UAAA hereunder, and (y) UAAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur (and, notwithstanding anything in the Agreement to the contrary, until MBNA America either recoups the Advance(s) paid, or UAAA pays such amount, MBNA America shall continue to be entitled to use the Trademarks on the re-issue credit cards):

- (i) the Agreement is terminated prior to December 31, 2009;
- (ii) UAAA breaches any of its obligations under this Agreement;
- (iii) Subject to Section 4 of this term extension addendum, MBNA America is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement unless such prohibition or prevention results solely from strikes, riots, acts of war, acts of violence, storms, material shortages, acts of God, acts by the University or any governmental authority or any unforeseeable event beyond the reasonable control or influence of UAAA (each a "Force Majeure");
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least five (5) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement unless such prohibition or prevention results solely from Force Majeure; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at least 20 days during each consecutive twelve month period during the term of the Agreement unless such prohibition or prevention results solely from Force Majeure; and

- (vi) UAAA enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America unless the contract governing such endorsement, sponsorship or promotion is not effective until after the expiration of the then current term of the Agreement.

2. Advances.

Date	Advance
January 31, 2003	\$2,100,000
January 31, 2004	500,000
January 31, 2005	500,000
January 31, 2006	500,000
January 31, 2007	500,000
January 31, 2008	500,000
January 31, 2009	500,000

3. Upon the due execution and delivery of this Addendum by the parties, MBNA America will also pay UAAA an account bonus of \$200,000 (two hundred thousand dollars) (the "Account Bonus"). Notwithstanding sub-section 1. above, \$50.00 (fifty dollars) of each per account Royalty accrued pursuant to Schedule B, Section A.1. Shall, in lieu of direct payment to UAAA, be applied against the Account Bonus until such time as the Account Bonus is fully recouped.

4. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to UAAA in prior years, and pays UAAA Royalties accrued by UAAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

UAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$5,100,000 (the "Guarantee Amount") from January 1, 2003 through and including December 31, 2009, subject to the provisions set forth in E. 1, above. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1, above.

G. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

Jed
11/28/06

**DEPOSIT PROGRAM ADDENDUM TO THE
UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 28th day of November, 2006, by and between THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION ("UAAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and Bank are parties to that certain Agreement last dated November 30, 1993, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Services to persons included in lists provided to Bank by or on behalf of UAAA; and,

WHEREAS, UAAA and Bank mutually desire to amend the Agreement to include certain of Bank's consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service provided by Bank; and (ii) as another part of UAAA's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UAAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons and Mailing Lists provided by UAAA under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. UAAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. UAAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of UAAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.
5. During the term of the Deposit Program, UAAA will receive the royalties set forth below for Program Deposit Accounts and UAAA shall continue to receive the royalties for certificate of deposit and money market deposit accounts described in Attachment #2 Schedule B Section G of the University of Arizona Alumni Association Term Extension Addendum dated as of December 12, 2002. Deposit Account royalties will not be paid to UAAA on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.

(a) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.
7. Notwithstanding anything contained in the Agreement to the contrary, UAAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in

connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. The term of the Deposits Program shall run co-terminous with the term of the Program. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.
9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UAAA shall not take any action to cause the removal of UAAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UAAA.
10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
11. For a one (1) year period following the termination of the Deposit Program for any reason, UAAA agrees that neither UAAA nor any UAAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
12. UAAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UAAA or Bank, respectively as the case may be, or its directors, officers or employees.
13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: 

By: 

Name: CHRISTOPHER J. LITTLEFIELD

Name: Jacob Frego

Title: MEMBER

Title: SVP

Date: 11-10-06

Date: 11/28/06

**MORTGAGE PRODUCT ADDENDUM
TO THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is effective as of the 30 day of August, 2006, (the "Addendum Effective Date") by and between The University of Arizona Alumni Association ("UAAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and BANK are parties to an affinity agreement last dated November 30, 1993, as the same has been amended ("Original Agreement") (this Addendum and the Original Agreement are collectively referred to as the "Agreement"), wherein BANK provides certain financial services to certain persons included in certain lists provided to BANK by or on behalf of UAAA; and

WHEREAS, UAAA and BANK mutually desire to amend the Original Agreement to include certain closed-end loans and/or revolving open-end loans secured by residential real estate ("Mortgage Products") as another aspect of UAAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UAAA and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Original Agreement.
2. The definition of "Financial Services" is hereby amended to include "installment loan programs and revolving loan programs secured by residential real estate" as part of the definition.
3. The parties agree that Mortgage Products are now part of the Program (as such Mortgage Products and Program may be adjusted or amended from time to time by BANK, in its sole discretion). BANK may, at its option, offer the Mortgage Products to some or all of UAAA's Members, including those persons included on the lists provided by UAAA under this Addendum. For the avoidance of doubt, UAAA acknowledges and agrees that certain Mortgage Products may utilize a card device to access the line of credit associated with such Mortgage Products and that such device shall not be considered a Credit Card Account under the Agreement.
4. UAAA agrees that during the term of this Addendum: (a) it will not license to any entity (other than BANK) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Mortgage Products; and (b) it will not sell, rent or otherwise make available to any entity (other than BANK) or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Mortgage Products. Subject to the foregoing, all of UAAA's promises arising from its exclusive arrangement with BANK in the Original Agreement shall also apply to the Mortgage Products.

5. UAAA authorizes BANK to solicit Members for the Mortgage Products through all available UAAA and BANK marketing channels and acknowledges that BANK may conduct at least four Mortgage Product direct mail campaigns during the term of this Addendum. Upon the request of BANK, UAAA shall provide BANK with an updated and current Mailing List for use in connection with the Mortgage Products. BANK shall use the Mailing Lists provided pursuant to this Addendum consistent with the Original Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. BANK shall have the sole right to designate Members on Mailing Lists to whom promotional material for Mortgage Products will not be sent. Each Mailing List provided pursuant to this Addendum is and shall remain the sole property of UAAA.

6. Notwithstanding anything contained in the Agreement to the contrary, UAAA acknowledges and agrees that BANK may market any financial products or services that BANK offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of a Mortgage Product and that such Bank Products are not subject to this Agreement. In addition, BANK may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, a Mortgage Product or Bank Product. All such information becomes a part of BANK's own files and shall not be subject to the Agreement. Further, the prohibition under the Agreement against making non-program related merchandising offers to Customers shall not apply to Customers for Mortgage Products.

7. Notwithstanding anything in the Agreement to the contrary, UAAA will not make specific recommendations to or solicit Members for the purchase of Mortgage Products. Furthermore, UAAA shall only provide information or otherwise communicate with others about Mortgage Products with BANK's prior written approval.

8. The term of this Addendum will begin on the Addendum Effective Date and will end twelve months later or upon expiration or termination of the Agreement, whichever occurs first.

9. Except as amended by this Addendum, all the terms, conditions and covenants of the Original Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Original Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Original Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain financial service products or services under the Agreement may be offered through BANK affiliates. The parties acknowledge that all of BANK's rights and responsibilities under the Agreement relating to the Mortgage Products apply equally to Bank of America, N.A. and its successors and assigns.

10. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION**

FIA CARD SERVICES, N.A.

By: *[Signature]*
Name: *Frederick Johnson*
Title: *CFO*
Date: *8-30-2006*

By: *[Signature]*
Name: *Jake Frego*
Title: *SVP*
Date: *11/15/06*

**UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION
TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 12 day of September, 2008, by and between THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION ("UAAA"), and FLA Card Services, N.A. (f/k/a MBNA America Bank, N.A.), ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and Bank are parties to an Affinity Agreement last dated November 30, 1993 as amended by the following addenda: an addendum entered into as of July 14, 1995 ("1995 Renewal Compensation Addendum"); a term extension addendum entered into as of June 19, 1997 ("1997 Term Extension Addendum"), a Gold Option product addendum entered into as of November 16, 1999 ("1999 Gold Option Addendum"); a term extension addendum entered into on December 12, 2002 ("2002 University of Arizona Alumni Association Term Extension Addendum"); a mortgage product addendum effective as of August 30, 2006 ("2006 Mortgage Product Addendum to The University of Arizona Alumni Association Agreement"); and a Deposit product addendum entered into as of November 28, 2006 ("2006 Deposit Program Addendum to the University of Arizona Alumni Association Agreement") (collectively, the "Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UAAA; and

WHEREAS, UAAA and Bank mutually desire to amend the Agreement to extend the term of the Agreement and to modify certain compensation terms which shall become effective upon the Effective Date of the new term as defined and described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UAAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The parties acknowledge and agree that the Mortgage Product portion of the Program is no longer in effect as the term of the 2006 Mortgage Product Addendum to the UAAA Agreement expired twelve months from that addendum effective date.
3. The definition of "Financial Services" or "Financial Service Products" is hereby deleted in its entirety and replaced by the following definition: "Financial Services" or "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program with a credit or debit feature, and any other financial service programs or products. The definition of Financial Services or Financial Service Products shall not include the College Sure Certificate of Deposit Programs as such program exists as of the date of this Addendum, or any federal governmental guaranteed or sponsored loan program or such other program that consolidate or merge one or more student loans. "

4. The Definitions section of the Agreement is also amended by the addition of the following:

“Applicable Law” means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

5. Section 3(b) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3(b):

“(b) UAAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.”

6. Section 3(d) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3(d):

“(d) At least once annually and within thirty (30) days following the request of Bank, UAAA will provide Bank with the Mailing List containing the required information for at least two hundred thirty thousand (230,000) non-duplicate Member names free of any charge; provided, however, that UAAA will not include in any Mailing List the name and/or related information regarding any Member who has expressly requested that UAAA not provide his/her personal information to third parties. If Bank incurs a cost because of a charge assessed by UAAA or its agents for an initial Mailing List or an update to the Mailing List, Bank may deduct such costs from Royalties due UAAA.”

7. UAAA will provide a Mailing List, containing the required information for at least two hundred thirty thousand (230,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UAAA’s execution of this Addendum.

8. The following paragraph is hereby added to Section 5. (Royalties) as a new second paragraph:

“If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify UAAA in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UAAA’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to UAAA, upon ninety (90) days advance written notice.”

9. Effective as of the expiration of the current term of the Agreement on December 31, 2008, the term of the Agreement shall extend and shall end on December 31, 2014. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices not required to renew this Agreement.

10. The following paragraphs are hereby added to Section 10. (Termination) of the Agreement as new subsections (c), (d), and (e):

“(c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists.

(d) If Applicable Law has or will have a material adverse effect on Bank’s business (as determined in Bank’s sole discretion) (“Event”), Bank may notify UAAA in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UAAA’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to UAAA, upon ninety (90) days advance written notice.

(e) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, UAAA agrees that neither UAAA nor any UAAA affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service or Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, UAAA may, after the expiration or earlier termination of this Agreement, offer such Customers the opportunity to participate in another financial service program endorsed by UAAA, provided the opportunity is a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.”

11. UAAA and Bank agree that Paragraph 13. in the 1997 Term Extension Addendum is hereby deleted in its entirety.

12. The compensation terms reflected on Attachment # 1 shall fully replace all the prior compensation schedules and compensation provisions in the Agreement and shall become effective January 1, 2009. As of January 1, 2009, Attachment # 1 shall replace all provisions concerning the Royalties to be paid during the term of the Agreement, include the advance and guarantee provision. For clarity, this means that last Advance payment amount listed on

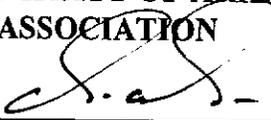
Attachment # 2, Schedule B, Section E. (Royalty Advance) Paragraph 2. (Advances) of the December 12, 2002 Term Extension Addendum which provides in part "January 31, 2009, Advance, \$500,000.00" shall no longer have any force or effect as of January 1, 2009, and the new compensation terms, including those advance and guarantee provisions reflected on Attachment #1 shall become effective on such date, in accordance and subject to the terms of this Addendum (Bank is obligated to pay an Advance of \$600,000 on January 1, 2009 but is no longer obligated to pay an Advance of \$500,000 on January 31, 2009).

13. Notwithstanding anything contained in this Agreement to the contrary, UAAA may solicit proposal for programs offering, or discuss with any organization other than Bank, the providing of any Financial Services or Financial Service Products of any entity other than Bank during the twelve (12) months immediately preceding the expiration of the term of this Agreement; provided, however, that no agreement between UAAA or any UAAA Affiliate and any entity other than Bank for the providing of Financial Services or Financial Service Products shall have an effective date prior to the effective date of expiration of this Agreement.

14. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION**

By: 

Name: Christopher J. Vlahos

Title: President & Exec. Director

Date: 9.12.08

FIA CARD SERVICES, N.A.

By: 

Name: DAVID BOOTH

Title: SUP

Date: 9.23.08

ATTACHMENT #1

ROYALTY ARRANGEMENT

Effective January 1, 2009 through the term of this Agreement, Bank will pay UAAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for UAAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
6. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Student Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

7. \$2.00 (two dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Student Credit Card Account that: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
8. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
9. \$40.00 (forty dollars) for each Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING ACCOUNTS

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$25.00 (twenty-five dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

F. DEPOSIT ACCOUNTS

During the term of this Agreement, UAAA will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Services of Financial Service Product. Except as set forth in this Section F, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UAAA on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (4) below, or otherwise. Payments will be made within forty-five (45) days after the end of each calendar

quarter. Deposits Royalties will be paid by Bank directly to UAAA in accordance with the terms of this Section F., and shall not be included in any calculation of accrued Royalties for purposes of the Advances and Royalty Guarantee described below in Sections G. and H.

1. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.
4. 0.10 % (ten one-hundredths of one percent) of "Net New Purchases" (as defined below). Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under the program.

G. ROYALTY ADVANCES

1. Beginning January 1, 2009 and upon each annual anniversary therefore Bank shall pay the amounts set forth below (each an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties, except for Deposits Royalties described above in Section F., accrued shall in lieu of direct payment to UAAA, be applied against each of the Advances until such time as all the Advances are fully recouped by Bank. Any Royalties accrued thereafter shall be paid to UAAA as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to UAAA hereunder, and UAAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advances paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (viii) below should occur (and notwithstanding anything in the Agreement to the contrary, until Bank either recoups the Advance(s) paid, or UAAA pays such amount, Bank shall continue to be entitled to use the Trademarks on the credit card devices, card devices, and debit card devices including any such devices reissued.

- (i) the Agreement is terminated prior to December 31, 2014;

- (ii) UAAA breaches any of its obligations under this Agreement, including, but not limited to those commitments pertaining to exclusivity;
- (iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (v) Bank is prohibited from conducting at least twenty (20) on-campus promotion campaigns at major events (e.g., on campus tabling, homecoming, stadium events, and poster) during each consecutive twelve month period during the term of the Agreement;
- (vi) Bank is prohibited from placing Program advertisements and links back to Bank on UAAA's homepage;
- (vii) Bank is prohibited from utilizing the UAAA Trademarks as permitted in the Agreement; and
- (viii) Bank is prohibited from using or denied access to UA trademarks and logos, including but not limited to those controlled by Arizona Board of Regents for and on behalf of UA.

2. Advances:

<u>Date</u>	<u>Advance</u>
a. January 1, 2009	\$600,000
b. January 1, 2010	\$600,000
c. January 1, 2011	\$600,000
d. January 1, 2012	\$600,000
e. January 1, 2013	\$600,000
f. January 1, 2014	\$600,000

- 3. UAAA agrees that \$75,000.00 of each Advance payment shall be allocated and designated by UAAA as part of the Program's joint marketing and sponsorship budget. UAAA agrees to use these budgeted funds to fund UAAA sponsorship requests including, but not limited to, Title Sponsorship of University of Arizona Homecoming, provide Bank access to four (4) direct e-mail solicitations for the Program annually, back cover placement in The Alumnus Magazine for the term of the Agreement as well as other Program marketing expenses such as on campus booth space for Bank and the payment of any access/entrance fees charged by the

University. Further, UAAA agrees that any unspent portion of the budgeted amount shall be used by UAAA to fund student scholarships.

4. If during any given year(s) during the term of this Agreement, Bank recoups all prior Advance(s) paid by it to UAAA in prior years, and pays UAAA Royalties accrued by UAAA over and above the Royalties used by Bank to recoup such prior Advance(s) (the "Paid Out Royalties"), the Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

UAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance(s)) equal to or greater than three million six hundred thousand dollars (\$3,600,000) (the "Guarantee Amount") from January 1, 2009 through and including December 31, 2014, subject to the provisions set forth in G. 1. above. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions described in Clauses (i)-(viii) in Section G.1 above.